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Frank J. Martinez (FJM-2149)
THE MARTINEZ GROUP PLLC
55 Washington Street, Suite 316
Brooklyn, New York 11201
718.797.2341 Telephone
718.222.0481 Facsimile
FM@martinezgroup.com
Attorney Docket: 1262-1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

CV 10- 0651

**BRIAN BONISLAWSKY
d/b/a ASTIGMATIC ONE EYE TYPOGRAPHIC
INSTITUTE (AOETI), and
FONT BROTHERS, INC.,**

Plaintiffs,

-against-

**THE GAP, INC., and
CRISPIN, PORTER, AND BOGUSKY, LLP,**

Defendants.

CV

COMPLAINT

(Jury Trial Demanded)

DEARIE, CH. J.

J. ORENSTEIN, M.J.

Plaintiffs, BRIAN BONISLAWSKY d/b/a ASTIGMATIC ONE EYE TYPOGRAPHIC INSTITUTE (AOETI) ("Astigmatic") and FONT BROTHERS, INC. ("Font Brothers," collectively, "Plaintiffs"), by and through their attorneys, The Martinez Group PLLC, for their Complaint against Defendants, THE GAP, INC. ("Gap") and CRISPIN, PORTER, AND BOGUSKY, LLP ("CPB," collectively, "Defendants"), allege as follows:

NATURE AND SUBSTANCE OF THE ACTION

1. Plaintiffs file this action against Defendants for Copyright Infringement under 17 U.S.C.

§101, et seq. and Breach of Contract under applicable State Law.

2. This action is brought in response to a classic case of Copyright Infringement, specifically the unauthorized copying and commercial, for-profit use and distribution of Astigmatic's copyrighted work; namely, Defendants have breached or caused others to breach the grant of license made to Defendants and have used or caused others to use unauthorized copies of Astigmatic's Copyrighted Font Software in the creation of Gap live-action commercials broadcast on television.
3. Title 17 of the United States Code (Copyright Act) and provisions under State law were enacted to provide remedies to copyright owners who suffer damages by reason of such actions.

JURISDICTION AND VENUE

4. This is an action for Copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §101 et seq. and applicable State laws, which seeks the disgorgement of revenues, profits, together with damages by reason of Defendants' past and ongoing infringements of Astigmatic's Copyrighted Work identified herein.
5. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1332, 1338(a) and 1338(b), its supplemental jurisdiction, and under Rule 4 of the Federal Rules of Civil Procedure.
6. Venue is proper in this district under 28 U.S.C. §1391 and §1400 in that Defendants or Defendants' agents may be found in this District and Defendants transact business in this District.

PARTIES

7. Plaintiff, Brian Bonislowsky d/b/a Astigmatic One Eye Typographic Institute (“Astigmatic”), is a graphic designer and type font software designer, having an office located at 8511 Benidorm Avenue, Las Vegas, Nevada 89178.
8. Plaintiff Astigmatic conducts business throughout the United States, the State of New York and the County of Kings, via the Internet at www.astigmatic.com.
9. Plaintiff, Font Brothers, Inc., (“Font Brothers”) is a Minnesota Corporation, having an office located at 5117 38th Avenue South, Minneapolis, Minnesota, 55417.
10. Font Brothers conducts business throughout the United States, the State of New York, and the County of Kings, via the Internet at www.fontbros.com.
11. Font Brothers is the exclusive licensor of Plaintiff Astigmatic’s DIGITAL DISCO Font Software.
12. Defendant, The Gap, Inc. (“Gap”), is a Corporation formed in the State of Delaware with its principal place of business located at 2 Folsom Street, San Francisco, California 94105.
13. Gap is a global specialty retailer offering clothing, accessories, and personal care products for men, women, children, and infants.
14. Defendant, Crispin, Porter & Bogusky, LLC (“CPB”), is a Limited Liability Company formed in the State of Delaware with its principal place of business located at 3390 Mary Street, Suite 300, Coconut Grove, Florida 33133.
15. CPB is a full-service advertising agency with offices throughout the United States and in Europe.
16. CPB created the Gap broadcast commercials identified herein.
17. Defendants CPB and Gap each conduct business within the State of New York, within the Eastern District.

FACTS COMMON TO ALL CLAIMS

18. Plaintiff Astigmatic is engaged in the business of, *inter alia*, designing and marketing electronic type font software in digital format for use with personal computers and other digital media.
19. Plaintiff Astigmatic designed, created, and is the exclusive owner of the DIGITAL DISCO Family of Type Font Software (the “Font” or “Font Software”), showings of which are annexed hereto as Exhibit A.
20. Plaintiff Astigmatic is the exclusive owner of U.S. Copyright Registration TX 7-022-303 for the DIGITAL DISCO Family of Type Fonts; a copy of which is annexed hereto as Exhibit B.
21. Plaintiff Astigmatic’s Copyright is valid and subsisting.
22. Astigmatic’s DIGITAL DISCO Font Software is distributed by Font Brothers, a Minnesota Corporation engaged in the business of designing and licensing, *inter alia*, electronic type font software.
23. Astigmatic’s DIGITAL DISCO Font Software is also distributed by MyFonts.com, Inc. (“MyFonts”), a Massachusetts corporation, engaged in the marketing and distribution of such goods. Plaintiffs have authorized the selling of licenses to use the DIGITAL DISCO Font Software by MyFonts. MyFonts is not a party to this action.
24. Authorized uses of Astigmatic’s DIGITAL DISCO Font Software are governed by way of an End User License Agreement (“EULA”), which prohibits, *inter alia*, using the Font Software in broadcasts on television and distribution to third-parties without the purchase of additional license upgrades. A copy of the Font Brothers EULA is annexed hereto as Exhibit C.

25. Upon information and belief, Defendant's made no purchases of Plaintiff's Software from Myfonts. Myfonts is not a party to this action.
26. Astigmatic has sold and continues to sell and derive significant revenue from the sale of licenses to use its DIGITAL DISCO Font Software.

DEFENDANTS' ACTIONS

27. Defendants have used or caused others to use Astigmatic's DIGITAL DISCO Font Software as a resource for the creation of commercials broadcast on television for the purposes of marketing Gap's products (hereinafter, "Gap Broadcasts"), showings of which are annexed hereto as Exhibit D (See also, www.gap.com, www.cheerfactory.com, and www.cpbgroup.com/#gap).
28. Plaintiffs' records indicate that Defendant CPB has purchased only limited licenses to use Astigmatic's DIGITAL DISCO Font Software from Font Brothers, copies of which are annexed hereto as Exhibit E.
29. Plaintiffs' records show that Defendant CPB directly inquired as to the use of the DIGITAL DISCO Font Software for broadcast purposes and for third-party distribution in several geographic locations worldwide a showing of which is annexed hereto as Exhibit F.
30. Plaintiff's records show that Defendant CPB was advised of the requirement for an additional license purchase to use the DIGITAL DISCO Font Software for broadcasts on television and for distribution to third-parties.
31. Plaintiff's records show multiple attempts by plaintiff to secure additional information from CPB for the purposes of providing a quotation of the cost of the required additional license for use of the DIGITAL DISCO Font Software in broadcasts on television and for distribution to third-parties. (See, Exhibit F).

32. Defendant CPB failed to respond to Plaintiff's multiple inquiries and purchased no additional licenses to use the DIGITAL DISCO Font Software in the manner complained of herein.
33. Defendant Gap has purchased no licenses to use, copy, or distribute Astigmatic's DIGITAL DISCO Font Software in the manner complained of herein, specifically for use in broadcasts on television or for distribution to third-parties in several geographic locations worldwide.
34. It is not known at this time whether Defendant CPB distributed unauthorized and infringing copies of the DIGITAL DISCO Font Software to Defendant Gap or to third parties for the purposes of post production services required in the making of the live-action broadcast commercials identified herein.
35. To the extent that any licenses may have been secured by a representative of either Defendant, the uses complained of herein are not permitted in the license granted to defendant CPB.
36. Defendants' unauthorized and unlicensed uses of Astigmatic's DIGITAL DISCO Font Software complained of herein represent the ongoing infringements of Astigmatic's Copyrighted Font Software.
37. The natural, probable, and foreseeable result of Defendants' wrongful conduct has, and continues to be, to deprive Plaintiffs of the benefits and revenue from the sale of licenses to use the DIGITAL DISCO Font Software.
38. Plaintiffs have lost, and will continue to lose, substantial revenue from Defendants' wrongful use, copying, and distribution in the manner complained of herein of Astigmatic's DIGITAL DISCO Font Software.

39. The natural, probable, and foreseeable result of Defendants' wrongful conduct has, and continues to be, to cause injury to Plaintiffs' relationships with present and prospective customers who rely on the cachet that exclusive licensing creates in Plaintiffs' various works.
40. Defendants' wrongful conduct has deprived, and will continue to deprive, Plaintiffs of opportunities for expanding the business good will associated with their goods and services.
41. Defendants have refused to cease and desist from infringing upon Astigmatic's valuable copyright despite several demands for such action.

**FIRST CAUSE OF ACTION
COPYRIGHT INFRINGEMENT
17 U.S.C. §501**

42. Plaintiffs repeat and re-allege each and every allegation of the Complaint as set forth in Paragraphs 1 through 41, inclusive, and incorporate them herein by this reference.
43. Defendants have used, created and caused to be created and distributed infringing copies of Astigmatic's DIGITAL DISCO Font Software, and by reason thereof, have infringed and will continue to infringe Astigmatic's valuable Copyright.
44. Plaintiffs are entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement alleged herein.
45. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
46. Plaintiffs have no adequate remedy at law.

**SECOND CAUSE OF ACTION
CONTRIBUTORY COPYRIGHT INFRINGEMENT**

47. Plaintiffs repeat and reallege each and every allegation of the Complaint as set forth in Paragraphs 1 through 46, inclusive, and incorporate them herein by this reference.
48. By reason of the acts complained of herein, Defendants have engaged and will continue to engage in the knowing activities of systematically inducing, causing, and materially contributing to the past and ongoing infringements.
49. Defendants have derived substantial financial benefit from the infringements of Astigmatic's DIGITAL DISCO Font Software.
50. Plaintiffs are entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement alleged herein.
51. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
52. Plaintiffs have no adequate remedy at law.

**THIRD CAUSE OF ACTION
BREACH OF CONTRACT**

53. Plaintiffs repeat and reallege each and every allegation of the Complaint as set forth in Paragraphs 1 through 52, inclusive, and incorporate them herein by this reference.
54. Defendant CPB has purchased only limited licenses to use Astigmatic's DIGITAL DISCO Font Software from Plaintiff Font Brothers (see, Exhibit E).
55. Defendant CPB refused to purchase licenses to use Astigmatic's DIGITAL DISCO Font Software as a resource in the creation of the above-identified Gap Broadcasts and is, therefore, not authorized to use the same for the uses complained of herein.

56. Defendant Gap has purchased no licenses to use, copy, distribute, or sublicense Astigmatic's DIGITAL DISCO Font Software and is, therefore, not authorized to use the same for the uses complained of herein.
57. Defendants are not authorized to sell, copy, license, sublicense, or otherwise distribute or permit the use of Astigmatic's DIGITAL DISCO Font Software by third parties.
58. Defendants' uses complained of herein constitute a breach of the terms of the applicable End User License Agreement governing the use and distribution of Astigmatic's Font Software (see, Exhibit C).
59. Plaintiffs are further entitled to recover damages they have sustained and will continue to sustain, together with any gains, profits, and advantages obtained by Defendants as a result of the acts of infringement and breach of contract alleged herein.
60. At present, the amount of such damages, gains, profits, and advantages cannot be fully ascertained by Plaintiffs but is not less than three-hundred thousand dollars (\$300,000).
61. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs respectfully request and pray that this Court will:

1. Preliminarily and permanently enjoin and restrain Defendants, their officers, directors, principals, agents, servants, employees, successors and assigns, and all those in active concert or participation with them under 17 U.S.C. §502 from;
 - (a) imitating, copying, distributing, or otherwise making unauthorized use of Astigmatic's copyrighted software associated with its type face font and;
 - (b) manufacturing, creating, producing, advertising, promoting, or displaying any products or advertisements bearing any simulation, reproduction, counterfeit, copy,

derivative version, or colorable imitation of Astigmatic's DIGITAL DISCO Font Software, including all broadcast uses.

2. Direct that Defendants deliver for destruction, at Defendants' expense, *inter alia*, all packages, boxes, film, computer files, disks, hard drives, CD-Rom's, data, DVD's, videotapes, and all other recorded media together with all other items in its possession or under its control, containing or using any software or products derived from Astigmatic's Font Software.
3. Direct the imposition of a constructive trust as to all monies received by Defendants from all sales, licenses, and payments received by reason of the infringement of Astigmatic's Font Software.
4. Direct that Defendants provide to Plaintiffs an accounting and a complete listing of all transactions conducted directly or by way of any Internet website or by way of any other means that may be under their direction or control involving the use of Astigmatic's Font Software.
5. Direct that Defendants identify every recipient of Astigmatic's Font Software distributed by Defendants by the name, address, IP address and telephone number of each such recipient.
6. Direct that Defendants be required to pay Plaintiffs actual damages in an amount not less than \$300,000 or all profits, damages, and costs derived from the infringing use of Astigmatic's Copyrighted Font Software, whichever is greater.
7. Direct that Defendants be required to pay to Plaintiffs such other damages that it has sustained as a consequence of Defendants' breach of contract as well as the unauthorized use, copying, and distribution of Astigmatic's Font Software.

8. Direct that Defendants be required to pay punitive and exemplary damages in such an amount as is to be awarded at trial.
9. Direct that Defendants be ordered to make a written report within a reasonable period of time to be filed with the Court detailing the manner of compliance with the requested injunctive and mandatory relief above.
10. Award Plaintiffs the costs of this action, together with reasonable attorneys' fees.
11. Award Plaintiffs such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs, Brian Bonislowsky d/b/a Astigmatic One Eye Typographic Institute (AOETI) and Font Brothers, Inc., hereby demand a trial by jury.

Dated: February 16, 2010

Respectfully submitted,
THE MARTINEZ GROUP PLLC

By:

Frank J. Martinez (FJM-2149)
Attorney for Plaintiffs
Brian Bonislowsky d/b/a Astigmatic One
Eye Typographic Institute (AOETI) and
Font Brothers, Inc.

THE MARTINEZ GROUP PLLC
55 Washington Street, Suite 316
Brooklyn, New York 11201
718.797.2341 Telephone
718.222.0481 Facsimile
FM@martinezgroup.com

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Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
TX 7-022-303

Effective date of
registration:
December 10, 2009

Title _____

Title of Work: COMPUTER PROGRAMS FOR A DIGITAL DISCO FAMILY OF TYPE FONTS

Completion/Publication _____

Year of Completion: 2007

Date of 1st Publication: January 10, 2007

Nation of 1st Publication: United States

Author _____

Author: Brian J Bonislowsky, dba Astigmatic One Eye Typographic Institute (AOETI)
Author Created: text, computer program

Citizen of: United States

Domiciled in: United States

Year Born: 1973

Copyright claimant _____

Copyright Claimant: Brian J Bonislowsky, dba Astigmatic One Eye Typographic Institute (AOETI)
8511 Benidorm Ave, Las Vegas, NV, 89178

Limitation of copyright claim _____

Material excluded from this claim: text, computer program, Text and computer programs created by the computer program entitled "Fontlab".

New material included in claim: text, computer program, Text of new computer programs created through the use of another computer program entitled "Fontlab".

Certification _____

Name: Frank J. Martinez, Esq.

Date: December 10, 2009

Applicant's Tracking Number: 1262-1

Registration #: TX0007022303

Service Request #: 1-291690751

Application Date: 12-14-2009 09:30:04

Correspondent

Organization Name: THE MARTINEZ GROUP PLLC

Name: Frank J Martinez, Esq.

Address: 55 Washington Street
Suite 316
Brooklyn, NY 11201 United States

Mail Certificate

THE MARTINEZ GROUP PLLC
Frank J Martinez, Esq.
55 Washington Street
Suite 316
Brooklyn, NY 11201 United States

Font Brothers End User License Agreement

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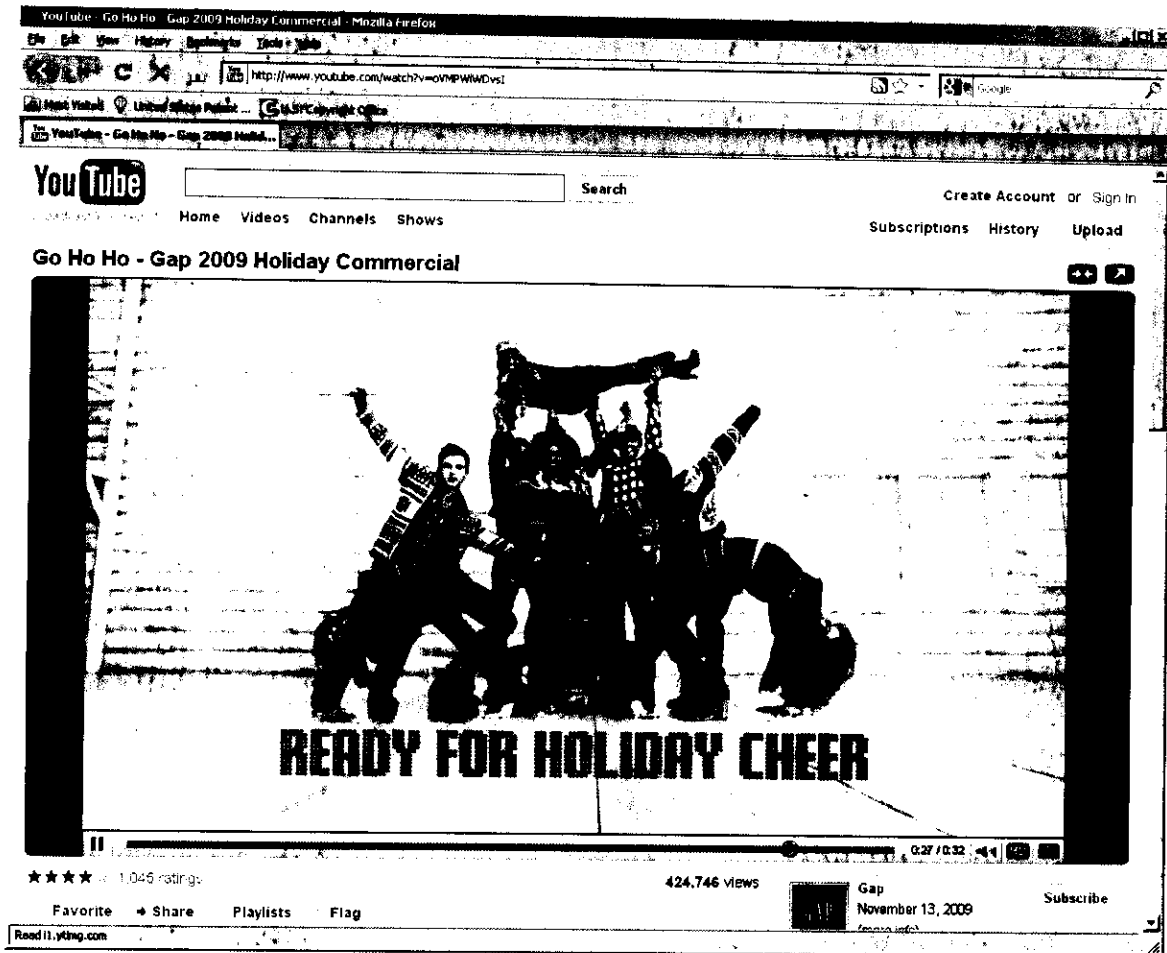
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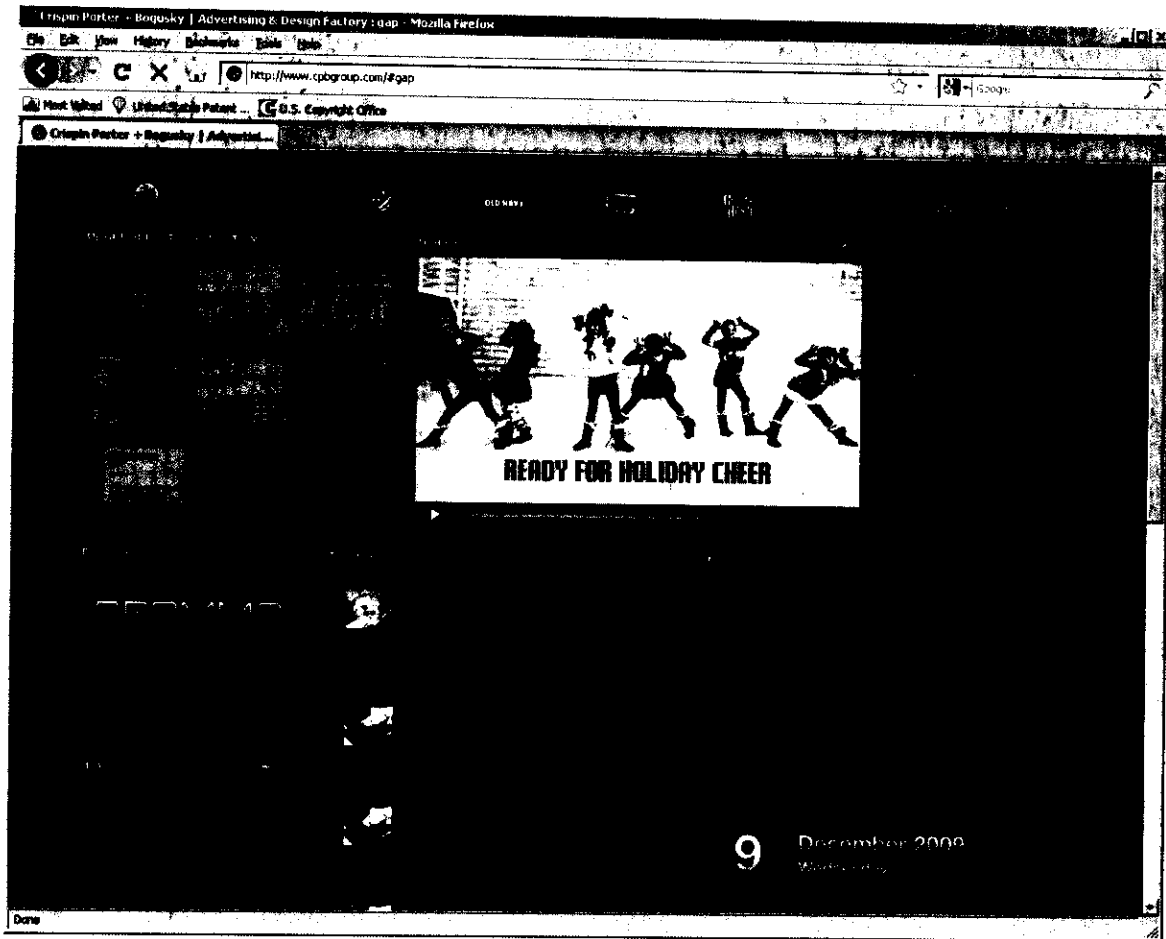
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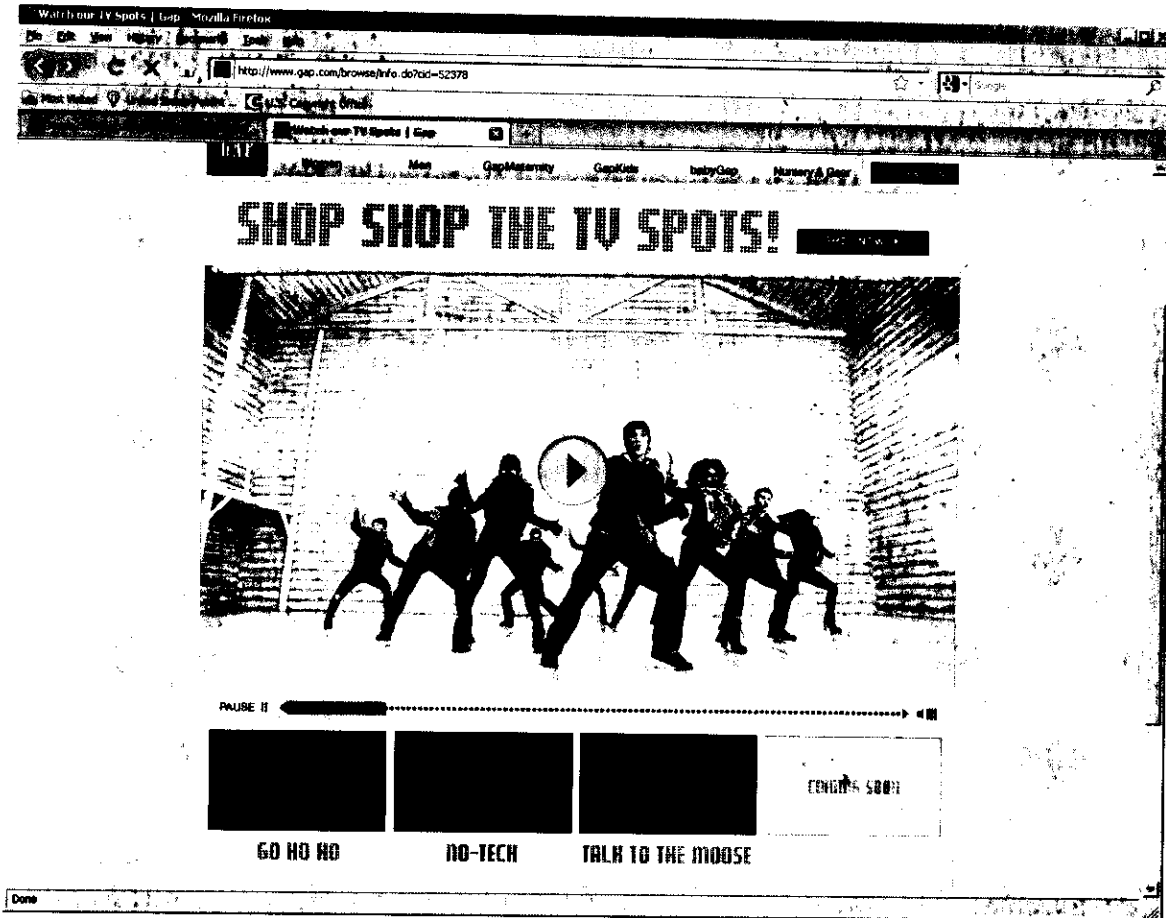
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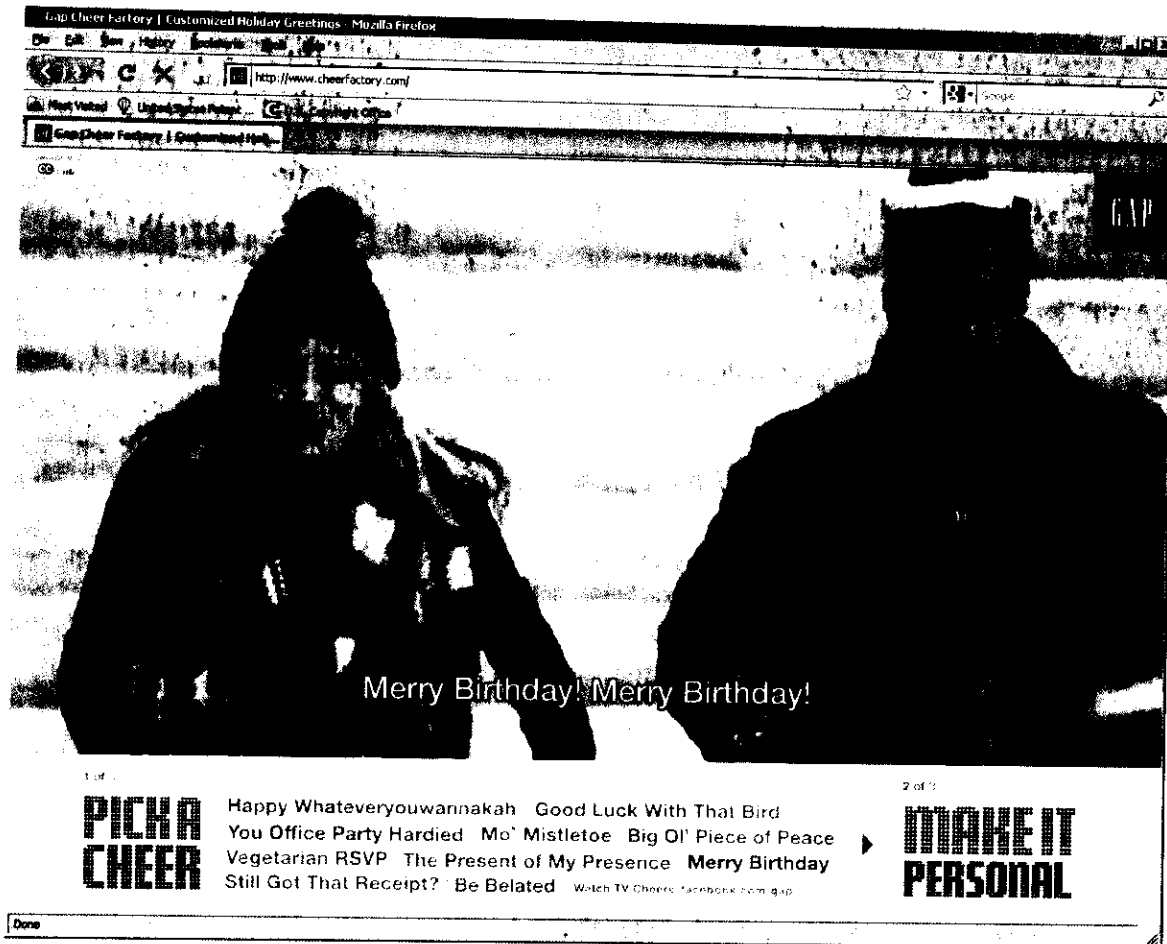
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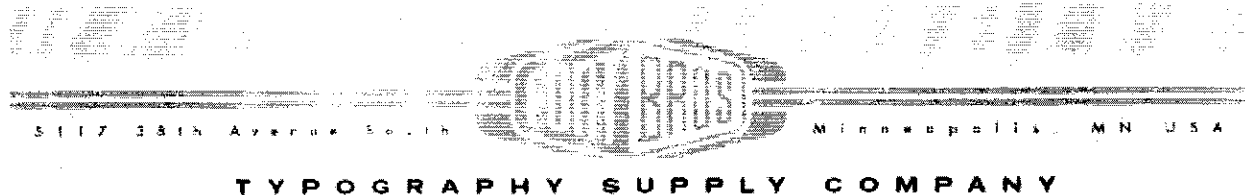
From: Font Bros Order Dept <orders@fontbros.com>

Date: August 17, 2009 1:40:01 PM CDT

To: mike@fontbros.com, stuart@fontbros.com

Subject: Font Bros Order No: FBR07171

Reply-To: orders@fontbros.com



Font Bros Order No: FBR07171

Order contains the following:

Quantity	Description	Unit	Amount
	Digital Disco (MAC)	\$19.95	\$19.95

Multi-User Discount: \$0.00
Sales Tax (MN Residents Only): \$0.00
Total: \$19.95

E-mail: arussell@cpbgroup.com

Order Shipping to:

Adam Russell
 2441 W 35th Ave
 Denver, CO 80211
 United States of America

Order Billing to:

Adam Russell
 2441 W 35th Ave
 Denver, CO 80211
 United States of America
 720-234-9269

Method of Payment: Online Credit Card Processing

Card Type: AMEX
 Card Number: XXXXXXXXXXXX1001
 Card Expire: 07/12
 290776

Additional Information:

Heard about you:
Comments:
Newsletter: Not Available

ONLINE ORDERING 24 HOURS - WWW.FONTBROS.COM

Michael Ibach,
President & Brother

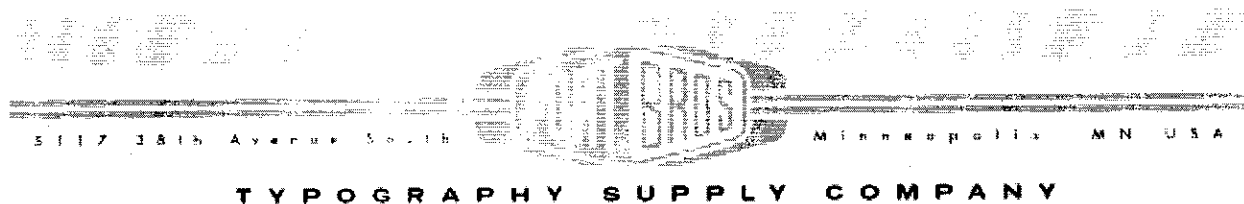
From: Font Bros Order Dept <orders@fontbros.com>

Date: July 19, 2007 2:11:04 PM CDT

To: mike@fontbros.com, stuart@fontbros.com

Subject: Font Bros Order No: FBR00869

Reply-To: orders@fontbros.com



Font Bros Order No: FBR00869

Order contains the following:

Quantity	Description	Unit	Amount
	Digital Disco (MAC)	\$19.95	\$19.95

Multi-User Discount: \$0.00
Sales Tax (MN Residents Only): \$0.00
Total: \$19.95

E-mail: pcaiozzo@cpbgroup.com

Order Shipping to:

Paul Caiozzo
1930 Grove Street
Boulder , CO 80302
United States of America

Order Billing to:

Paul Caiozzo
1930 Grove Street
Boulder , CO 80302
United States of America
7203397219

Method of Payment: Online Credit Card Processing

Card Type: AMEX
Card Number: XXXXXXXXXXXX2002
Card Expire: 04/09
204178

Additional Information:

Heard about you: Web
Comments: no
Newsletter: Not Available

ONLINE ORDERING 24 HOURS - WWW.FONTBROS.COM

Font Brothers Inc.
5117 38th Ave S.
Minneapolis, MN 55417

Sales Receipt

Date	Sale No.
09/18/09	FBRR-6781

Sold To
Crispin Porter Bogusky 6450 Gunpark Drive Boulder, CO 80301

Ship To
Crispin Porter Bogusky 6450 Gunpark Drive Boulder, CO 80301

Check No.	Pay Method	REP	Ship Date	Ship Via	FOB	Project
	American Express		09/18/09			

Item	Description	Quantity	Price Each	Amount
License	Digital Disco: 500 seat license, 5 locations and 1 font server Out-of-state sale, exempt from sales tax	1	1,498.50 0.00%	1,498.50T 0.00
			Total	\$1,498.50

Frank Martinez, Esq.

From: Stuart Sandler [diner@fontdiner.com]
Sent: Tuesday, February 02, 2010 4:26 PM
To: Frank Martinez, Esq.
Subject: Fwd: Font License quote

emailKey: 1079158546

Begin forwarded message:

From: Stuart Sandler <stuart@fontbros.com>
Date: November 3, 2009 10:38:10 AM CST
To: Peter Nolan <PNolan@cpbgroup.com>
Cc: <mike@fontbros.com>, Cathy Dickinson <CDickinson@cpbgroup.com>
Subject: Re: Font License quote


Hi Peter,

It's been a few weeks since our last discussion and I wanted to find out where you were at with your findings so we could prepare an estimate . . .

Kindly advise,
Stuart

On Oct 19, 2009, at 12:41 PM, Peter Nolan wrote:

Will do.

Peter Nolan Senior Production Manager | Crispin Porter  Bogusky 6450 Gunpark Dr. Boulder, CO 80301 direct 303 628 5147 mobile 786 382 9157

From: Stuart Sandler <stuart@fontbros.com>
Date: Mon, 19 Oct 2009 12:40:55 -0500
To: Peter Nolan <PNolan@cpbgroup.com>
Cc: <mike@fontbros.com>, Cathy Dickinson <CDickinson@cpbgroup.com>
Subject: Re: Font License quote

Thank you Peter . . .

Kindly advise when you hear from them . . . Your estimate is helpful but we'd prefer to wait till you have a sense from your client of total end users and third parties such as CPB . . .

Best,
Stuart

On Oct 19, 2009, at 12:36 PM, Peter Nolan wrote:

Hi Stuart


Let me forward your request to the client and I'll see if they can shed light on specific end user numbers. I'll get back to you as soon as I hear from them.

In order to get a ballpark number for this I'd assume we'd be looking at 500 users for a total of 5 locations and 1 font server per Cathy's email for CPB, and probably 300 users at 4 locations for the client – US, UK, Europe and Japan. They will have a combination of Mac's and PCs and have the font on 4 servers, one for each location. Does this help?

As soon as I have a ballpark on costs I'll loop in the client who may choose to deal either directly with you or through CPB.

Many thanks

Peter

Peter Nolan Senior Production Manager | Crispin Porter  Bogusky 6450 Gunpark Dr. Boulder, CO 80301 direct 303 628 5147 mobile 786 382 9157

From: Stuart Sandler <stuart@fontbros.com> <x-msg://268/stuart@fontbros.com> >
Date: Mon, 19 Oct 2009 12:27:03 -0500
To: Peter Nolan <PNolan@cpbgroup.com> <x-msg://268/PNolan@cpbgroup.com> >
Cc: <mike@fontbros.com> <x-msg://268/mike@fontbros.com> >, Cathy Dickinson <CDickinson@cpbgroup.com> <x-msg://268/CDickinson@cpbgroup.com> >
Subject: Re: Font License quote

Hi Peter,

Thank you for your e-mail . . . We'll look forward to working with you to secure this license . . .

That said, can you prepare a list of the names of the other 3rd parties in addition to CPB that would be licensed to use this family as well as the clients name? We'll eventually need this for the final agreement regardless but it will certainly help us to determine how many organizations will have access to the font and licensing . . .

Without this information we would have to make assumptions about the size of each organization and may end up far higher with our estimate than may be reasonable . . .

Also be advised we respect your client relationship and will not approach any party relating to this licensing since you've brought it to us first to estimate . . . I want you to be comfortable that our discussion is in confidence . . . That may not have been expressed since our dialog started with Cathy . . .

Kindly advise,
Stuart

On Oct 19, 2009, at 12:10 PM, Peter Nolan wrote:

Hi Stuart, Mike

My names Peter Nolan, I'll be handling this licensing issue moving forward with you and the client.

Basically from talking to Cathy and our client management team we would be looking at licensing this for our client with CPB and others, including international usage assigned where required.

I don't have a sense of how many final users we would be looking at right now, but what would a buyout of the font cost us with unlimited usage given the amount we have paid already?

Please let me know if you need further info.

Regards
Peter

Peter Nolan Senior Production Manager | Crispin Porter + Bogusky 6450 Gunpark Dr, Boulder, CO 80501 direct 303 628 5147 mobile 786 382 9157

----- Forwarded Message

From: Stuart Sandler <stuart@fontbros.com <x-msg://268/stuart@fontbros.com> <x-msg://242/stuart@fontbros.com> > >
Date: Thu, 15 Oct 2009 12:10:21 -0600
To: Cathy Dickinson <CDickinson@cpbgroup.com <x-msg://268/CDickinson@cpbgroup.com> <x-msg://242/CDickinson@cpbgroup.com> <x-msg://242/CDickinson@cpbgroup.com> > >
Cc: Michael Ibach <mike@fontbros.com <x-msg://268/mike@fontbros.com> <x-msg://242/mike@fontbros.com> <x-msg://242/mike@fontbros.com> > >
Subject: Re: Font License quote

Hi Cathy,

Thank you for your inquiry . . .

Even though you've specified unlimited users, do you have a rough sense of the total number of end users we'd be looking at? I'd also assume we'd be looking at the complete Digital Disco Family . . .

Beyond that, the easiest way for us to identify the license would be to put it in the name of the client and grant amended permissions that extends to the third parties they work with . . .

In addition we could then transfer the license from you to them, assign you as a third party and apply the credit of the amount paid to this new license . . .

We would need the primary legal name of the client and a list of third parties we could cite . . . That's not to say the license would be limited to those parties per se, but for purposes of documenting who we're extending licenses to . . .

And lastly, are we looking at worldwide or US only licensing?

Kindly advise,
Stuart

On Oct 15, 2009, at 12:47 PM, Cathy Dickinson wrote:

Hi Stuart,

We recently purchased this font for our site. I was wandering if there is anyway to get an unlimited usage on Digital Disco so legally we are able to transfer the font to any of our Client's third party agencies?

Please feel free to contact me with any questions.
Thanks in advance,

Cathy Dickinson
Art Department
Crispin Porter + Bogusky
6450 Gunpark Drive
Boulder, CO 80501
303-628-5157 office

From: Stuart Sandler <stuart@fontbros.com <x-msg://268/stuart@fontbros.com> <x-msg://242/stuart@fontbros.com> <x-msg://184/stuart@fontbros.com> <x-msg://184/stuart@fontbros.com> <x-msg://184/stuart@fontbros.com> <x-msg://184/stuart@fontbros.com> > > >
Date: Tue, 8 Sep 2009 16:04:32 -0600
To: Cathy Dickinson <CDickinson@cpbgroup.com <x-msg://268/CDickinson@cpbgroup.com> <x-msg://242/CDickinson@cpbgroup.com> <x-msg://184/CDickinson@cpbgroup.com> <x-msg://184/CDickinson@cpbgroup.com> <x-msg://184/CDickinson@cpbgroup.com> <x-msg://184/CDickinson@cpbgroup.com> > > >
Cc: Michael Ibach <mike@fontbros.com <x-msg://268/mike@fontbros.com> <x-msg://242/mike@fontbros.com> <x-msg://184/mike@fontbros.com> <x-msg://184/mike@fontbros.com> <x-msg://184/mike@fontbros.com> <x-msg://184/mike@fontbros.com> > > >
Subject: Re: Font License quote